released by a discharge in bankruptcy, for there is nothing in the Act excepting debts whose existence the debtor has denied from the operation of a discharge. BANKRUPTCY ACT OF 1898, § 17 *a*. There is therefore no basis for the statement in the opinion of the principal case that the Act does not authorize the discharge of disputed claims. Nor can the decision well be supported on the ground of lack of jurisdiction for the adjudication. The actual existence of debts is a fact necessary to found jurisdiction. BANKRUPTCY ACT OF 1898, § 4 *a*. See 3 REMINGTON, BANKRUPTCY, § 41. But the adjudication is based on the petition. See BANKRUPTCY ACT OF 1898, § 18 *g*. That no debts exist does not appear from the petition. Nor do the creditors offer to prove that no debts exist. Furthermore, it is doubtful whether an adjudication even in voluntary proceedings can be attacked on an application for a discharge. *In re Mason*, 99 Fed. 256. But see *In re Wheeler*, 165 Fed. 188.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — FUTURE CONTINGENT INTEREST IN LIFE INSURANCE POLICY. — An insurance policy provided for payment of a certain sum to the bankrupt's wife on his death but gave him the option to surrender the policy for cash at the end of twenty years, if he was then living. § 70 *a* (5) of the Bankruptcy Act of 1898 provides that "property which . . . [the bankrupt] could by any means have transferred" shall pass to the trustee. *Held*, that the bankrupt's option to surrender the policy is not within this section. *In re Schaefer*, 189 Fed. 187 (Dist. Ct., N. D. Ohio, W. D.).

If, as the court is willing to assume, the insured will have the right to surrender the policy without his wife's consent, this case, in holding the right not assignable, is opposed to all other decisions on such policies. *In re Welling*, 113 Fed. 189; *Matter of Phelps*, 15 Am. B. Rep. 170; *In re Hettling*, 175 Fed. 65. It is supported only by a dissenting opinion. See *In re Welling*, 113 Fed. 189, 195. By its doctrine the policy is apparently regarded as a *res* in which the wife has the vested interest, and the insured a mere inalienable expectancy. But the limitations as to assigning future contingent interests in tangible property are not here involved. Rights under an insurance policy are choses in action. The insurer has contracted that the insured may, if he live twenty years, surrender the policy for cash. The insured thus has a right under an existing contract. The fact that nothing is to be paid under this contract right until a time in the future, and that the payment is subject to a contingency, affects the present value of the right, but cannot affect its assignability. See *In re Coleman*, 136 Fed. 818, 819; *Bassett* v. *Parsons*, 140 Mass. 169, 170, 3 N. E. 547.

BILLS AND NOTES — OVERDUE PAPER — EFFECT OF MATURITY OF SOME OF A SERIES OF NOTES GIVEN IN ONE TRANSACTION. — The defendant gave nine promissory notes in payment for a press, each reciting that it was secured by a certain chattel mortgage of even date. The payee transferred the notes and mortgage to the plaintiff for value after five of the notes were overdue. The defendant interposed a counterclaim for breach of warranty by the payee. *Held*, that this claim is valid against all of the notes. *Rowe* v. *Scott*, 132 N. W. 695 (S. D.).

The effect of maturity on a negotiable instrument is not to make it unassignable at law. The creation by transfer of a new legal title better than that of the transferor is prevented. *Down* v. *Halling*, 4 B. & C. 330; *Northampton National Bank* v. *Kidder*, 106 N. Y. 221. But the transferor's legal title passes, and maturity acts as notice of the equities to which it is subject. See *Fisher* v. *Leland*, 4 Cush. (Mass.) 456. Usually bad faith in the purchaser is essential to such notice. *Murray* v. *Lardner*, 2 Wall. (U. S.) 110. But in the case of a defect in the instrument so apparent as maturity, this requirement is dispensed